intercourse. This may be shown by the fact that cohabitation without marital intercourse does not necessarily amount to condonation. *Guthrie* v. *Guthrie*, 26 Mo. App. 566. See 2 BISHOP, MARRIAGE, DIVORCE, AND SEPARATION, § 280. And Mr. Bishop even contends that on principle refusal of copulation should be ground for divorce for desertion. See 1 BISHOP, MARRIAGE, DIVORCE, AND SEPARATION, §§ 1676–1683. But in this position he is not supported by authority. *Southwick* v. *Southwick*, 97 Mass. 327.

HUSBAND AND WIFE — RIGHTS OF WIFE AGAINST HUSBAND AND IN HIS SEPARATE PROPERTY — RIGHT TO BE REIMBURSED FOR EXPENDITURES FOR NECESSARIES. — The plaintiff, a married woman, having been abandoned by her husband without just cause, and being unable to procure necessaries on his credit, purchased them with the proceeds of her labor and of her separate estate. She sought to recover from her husband the amount so expended. *Held*, that the plaintiff can recover, being subrogated to the rights of the persons who furnished the necessaries. *De Brauwere* v. *De Brauwere*, 44 N. Y. L. J., Nov. 1910 (N. Y. Sup. Ct.). See NOTES, p. 306.

INTERSTATE COMMERCE — CONTROL BY STATES — REGULATION OF RATES OF INTERSTATE FERRIES. — A New Jersey statute of 1799 empowered the boards of freeholders to fix the fares to be charged at ferry stations within their respective counties. The board of Hudson County fixed the rates to be taken by ferries plying between that county and New York City. *Held*, that the rates are valid. *Port Richmond & Bergen Point Ferry Co.* v. *Board of Chosen Freeholders*, 77 Atl. 1046 (N. J., Sup. Ct.).

This case differs in its facts from that commented upon in 23 HARV. L. REV. 484 only as involving a New York instead of a New Jersey ferry corporation, its charter permitting a higher charge than that fixed by the freeholders.

INTERSTATE COMMERCE — WHAT CONSTITUTES INTERSTATE COMMERCE — BREAKING OF ORIGINAL PACKAGE BY AGENT FOR DELIVERY. — A corporation sent a box, containing various packages, from a foreign state to the defendant, to deliver the packages to customers whom the defendant had procured. The defendant opened the box and delivered the packages. Certain food commodities were under weight, and the defendant was prosecuted by the state for violating the state pure food laws in delivering them. *Held*, that the defendant was engaged in interstate commerce and so not subject to the state laws. *State* v. *Eckenrode*, 127 N. W. 56 (Ia.).

Courts still make the test of the termination of an interstate shipment whether the original package has been broken, yet they are hedging the rule about with limitations. The doctrine is wholly abrogated as to the taxation of goods shipped from another state. *American Steel & Wire Co.* v. *Speed*, 192 U. S. 500. If the size of the package is reduced below normal for the purpose of evading state regulation the shipment is held not subject to the rule. *Austin* v. *Tennessee*, 179 U. S. 343. See 18 HARV. L. REV. 530. The principal case illustrates another such exception. Where separate packages are combined in a bundle this latter is the original package. *May* v. *New Orleans*, 178 U. S. 496. Yet where such bundle is sent to an agent who breaks and delivers the separate packages to previous purchasers the shipment is held not terminated until actual delivery. The result would be different if the consignee, upon breaking the package, were free to dispose of the individual articles as he chose. The principal case seems sound, as the agent is merely assisting in a continuous shipment to the purchaser. *Rearick* v. *Pennsylvania*, 203 U. S. 507. These arbitrary exceptions to the original-package doctrine show its unsoundness as a hard and fast rule, and that it is becoming merely one of the factors to be considered in determining whether a shipment is terminated.